M. B. SCHNAPPER PUBLIC AFFAIRS PRESS (A corporation of the State of Delaware), APPELLANTS v. WILLIAM E. FOLEY, Director Administrative Office of the U.S. Courts of the Supreme Court, et al.

No. 79-1848

United States Court of Appeals FOR THE DISTRICT OF COLUMBIA CIRCUIT

667 F.2d 102; CCH Copyright Law Reports P25,315; 212 U.S.P.Q. 235

Argued January 27, 1981

October 1, 1981

OPINION: ... leaves open the possibility that they would pay royalties, and our analysis will proceed from the presumption that what they are asking for is a forced sale of the rights at issue.

667 F.2d 102; CCH Copyright Law Reports P25,315; 212 U.S.P.9. 235

n4 Unless there is a specific exception, we take Congress to have vested in the copyright holder the liberty not to license rights in his work. Section 201(e) of the new Act is a general prohibition against recognizing involuntary transfers except in bankruptcy, 17 U.S.C. 9 201(e) (Supp. III 1979). The legislative history states: "The purpose of this subsection is to reaffirm the basic principle that the United States copyright of an individual author shall be secured to that author, and cannot be taken away by any involuntary transfer. " H.R. Rep. No. 1476, 94th Cong., 2d Sess. 123 (1976).

The appellants have not indicated which First Amendment interests they feel would be served by judicial creation of a compulsory licensing scheme in derogation of the law of copyright as passed by Congress. We conclude that in this case, where there is no judicially cognizable allegation that the interested public has been denied access to these works, the balance of the First Amendment interests is, if anything, tilted in the direction of the holders of copyrights.

... for example, that the Soviet Union would, through use of a compulsory-assignment provision in its domestic copyright laws, attempt to prevent foreign publication of dissident works whose copyright it had assumed.

LEVEL 1 - 2 OF 4 CASES

UNITED STATES of America, Plaintiff-Appellee, v. Raymond Joseph ATHERTON, Defendant-Appellant.

No. 76-1597.

United States Court of Appeals, Ninth Circuit.

561 F.2d 747; 195 U.S.P.Q. 615

Sept. 19. 1977.

OPINION:
... a copyrighted work for a sale price that takes into account both the value of the materials upon which the copyrightable idea is affixed together with the idea itself. In this context, the first sale doctrine includes involuntary transfers, and as we shall explain later, sales of the copyrighted work for salvage, or other purposes unrelated to the transfer of the intangible creation or idea which is the subject of the copyright.

The Government tried to prove that the prints that Atherton sold could never have been the subject of a first sale because, under the distribution systems of each of the proprietors of the copyrights involved, the prints were never

LEVEL 1 - 3 OF 4 CASES

WARNER BROS., INC. and WARNER BROS., DISTRIBUTING, Plaintiffs, vs. DAVID L. MILKINSON, Attorney Seneral of the State of Utah, Defendant. MOTION PICTURE EXHIBITORS ASSOCIATION OF UTAH, INC., Intervenor.

Civil No. C 80-0713J

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH CENTRAL DIVISION

533 F.Supp. 105; CCH Copyright Law Reports, P25,381; 216 U.S.P.Q. 837

December 21, 1981

OPINION: ... Corbin on Contracts 89 275-531, 6A Corbin on Contracts 89 1373-1541 (1962): Interstate Circuit, Inc. v. United States, 306 U.S. 208, 227 (1939) (motion picture copyright owner may not require exhibition contract terms that violate the antitrust laws). n8

LEVEL 1 - 4 OF 4 CASES

FACTORS ETC., INC. and BOXCAR ENTERPRISES, INC., Plaintiffs, against PRO ARTS, INC. and STOP AND SHOP COMPANIES, INC., Defendants.

No. 77 Civ. 4704 (CHT)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK 496 F.Supp. 1090; CCH Copyright Law Reports, P25,176; 208 U.S.P.9. 529

July 30, 1980

OPINION:
... problems raised by the additionof misappropriation. See 122 Cong. Rec. H10910 (September 22, 1976). Accordingly, commentators in this area have agreed that the original examples of common law rights now equivalent to copyright, including the right to privacy, should be regarded as non-preempted rights. See, e.g., Nimmer \$1.0180 at 1-13, Soldstein, Prempted State Doctrines, Involuntary Transfers and Compulsory Licenses: Testing the Limits of Copyright, 24 U.C.L.A. L. Rev. 107, 1117-18 (1977); Bornam, An Overview of the Copyright Act of 1976, 126 U. Pa. L. Rev. 856, 866-67 (1978).

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LEVEL 2 - 13 OF 14 CASES

KEY MAPS, INC., Plaintiff, v. J. J. PRUITT, Individually and in his official capacity as Fire Marshal of Harris County, and Harris County, Defnedants.

Civ. A. No. 75-H-2086.

United States District Court, Southern District Texas, Houston Division.

470 F.Supp. 33; CCH Copyright Law Reports, P25,094; 203 U.S.P.Q. 282

Nov. 14, 1978.

OPINION:

... 20 L.Ed.2d 1176 (1968).

Additionally, the Court is of the opinion that the implied license theory is further grounds upon which to resolve the case at bar. Principles of contract law are qenerally applicable in the construction of copyright assignments, licenses and other transfers of rights. n2 Any reservation of rights or the transfer of anything less than the totality renders the grant a license rather

470 F.Supp. 33; CCH Copyright Law Reports, P25,094; 203 U.S.P.O. 282 than an assignment. Hirshon v. United Artists Corp., 100 U.S.Ap&. ...

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